

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

MORRIS FIDDLER, individually and on
behalf of a class of similarly situated
individuals,

Plaintiff,

v.

AT&T MOBILITY, LLC d/b/a The New
AT&T f/k/a CINGULAR WIRELESS, a
Delaware limited liability company, M-
QUBE, INC., a Delaware corporation, and
VERISIGN, INC., a Delaware corporation,

Defendants.

Case No. 1:08-cv-00416

**DECLARATION OF JOANNE SAVAGE IN
SUPPORT OF DEFENDANT ATTM'S
MOTION TO COMPEL ARBITRATION AND
DISMISS CLAIMS**

I, Joanne Savage, do hereby declare:

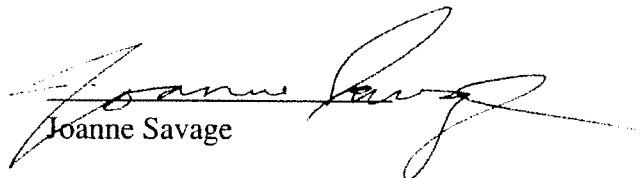
1. I am employed by the law firm of Mayer Brown LLP. I have personal knowledge of the following facts and am otherwise competent to testify.
2. On February 6, 2008, I visited the "Terms of Service" web page on the web site of Virgin Mobile (<http://web.virginmobileusa.com/about/terms-and-conditions>). Those Terms of Service do not include an arbitration provision or a class waiver. A true and correct copy of those Terms of Service is attached as Exhibit 1.
3. On February 6, 2008, I visited the "Check Coverage" tool on the web site of Virgin Mobile (at <http://www.virginmobileusa.com/coverage/prepareCoverage.do>) by inputting the city and state of Morris Fiddler's billing address and the city and state of the "Market/Region" indicated on his November 25, 2005 Wireless Service Agreement. The web page confirmed that there is coverage in both those areas. A true and correct copy of the coverage maps generated is attached as Exhibit 2.

4. A July 24, 2002 press release on the Virgin Mobile web site (at <http://virginmobileusa.mediaroom.com/index.php?s=43&item=93>) announced that Virgin Mobile would “utilize Sprint’s wireless network to deliver service” to its customers on a “national” basis. A true and correct copy of that press release is attached as Exhibit 3.

5. On February 6, 2008, I visited the web site for the “Internet Archive” (<http://www.archive.org/web/web.php>) and searched for past versions of TracFone’s Terms and Conditions using the web site address http://www.tracfone.com/content/terms_conditions.jsp. A true and correct copy of the printout result for “Nov 26, 2005” is attached as Exhibit 4. Those Terms and Conditions do not include an arbitration provision or a class waiver.

6. I then searched for past versions of TracFone’s “Cellular Coverage” web page using the web site address http://www.tracfone.com/cellular_coverage.jsp?nextPage=cellular_coverage.jsp&task=cellcov. A true and correct copy of the printout result for “Nov 15, 2005 is attached as Exhibit 5. That web page states: “We use the nation’s leading cellular providers to create a national footprint covering 99% of the U.S. population. This gives you service everywhere cellular service is available.”

I declare under penalty of perjury that the foregoing is true and correct. Executed this 7th day of February, 2008 at Washington, DC.


Joanne Savage

CERTIFICATE OF SERVICE

I, Sarah E. Reynolds, an attorney, hereby certify that a true and correct copy of
**DECLARATION OF JOANNE SAVAGE IN SUPPORT OF DEFENDANT AT&T
MOBILITY LLC'S MOTION TO COMPEL ARBITRATION AND DISMISS CLAIMS**
was served on the following counsel of record via electronic delivery on February 7, 2008:

<p>Jay Edelson Myles McGuire John Blim (Of Counsel) KAMBEREDELSON, LLC 53 West Jackson Blvd. Suite 1530 Chicago, IL 60604 (312) 589-6370</p> <p>Bart Murphy Ice Miller LLP 2300 Cabot Drive Lisle, IL 60532 (630) 955-6392</p>	
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Respectfully submitted,

/s/Sarah E. Reynolds

Dated: February 7, 2008

Attorney for Defendant AT&T Mobility LLC